

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Tal Givoly et al.

Application No.: 10/039,273

Group No.: 2151

Filed: 10/23/2001

Examiner: Jean, Frantz B.

For: SYSTEM, METHOD AND COMPUTER PROGRAM PRODUCT FOR CONTRACT-BASED AGGREGATION

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TRANSMITTAL OF APPEAL BRIEF
(PATENT APPLICATION--37 C.F.R. § 41.37)

1. Transmitted herewith, is the APPEAL BRIEF in this application, with respect to the Notice of Appeal filed on December 11, 2006.

2. STATUS OF APPLICANT

This application is on behalf of other than a small entity.

3. FEE FOR FILING APPEAL BRIEF

Pursuant to 37 C.F.R. § 41.20(b)(2), the fee for filing the Appeal Brief is:

other than a small entity	\$500.00
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Appeal Brief fee due	\$500.00
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4. EXTENSION OF TERM

The proceedings herein are for a patent application and the provisions of 37 C.F.R. § 1.136 apply.

5. TOTAL FEE DUE

The total fee due is:

Appeal brief fee	\$500.00
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Extension fee (if any)	\$0.00
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TOTAL FEE DUE	\$500.00
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6. FEE PAYMENT

Authorization is hereby made to charge the amount of \$500.00 to Deposit Account No. 50-1351(Order No.AMDCP010).

7. FEE DEFICIENCY

If any additional extension and/or fee is required, and if any additional fee for claims is required, charge Deposit Account No. 50-1351(Order No.AMDCP010).

Date: February 12, 2007

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PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:)	
)	
Givoly et al.)	Group Art Unit: 2151
)	
Application No. 10/039,273)	Examiner: Jean, Frantz B.
)	
Filed: 10/23/2001)	Atty. Docket No.: AMDCP010
)	
For: SYSTEM, METHOD AND COMPUTER)	Date: 02/12/2007
PROGRAM PRODUCT FOR CONTRACT-)	
BASED AGGREGATION)	
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Commissioner for Patents
P.O. Box 1450
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ATTENTION: Board of Patent Appeals and Interferences

APPEAL BRIEF (37 C.F.R. § 41.37)

This brief is in furtherance of the Notice of Appeal, filed in this case on 12/11/2006.

The fees required under § 1.17, and any required petition for extension of time for filing this brief and fees therefor, are dealt with in the accompanying TRANSMITTAL OF APPEAL BRIEF.

This brief contains these items under the following headings, and in the order set forth below (37 C.F.R. § 41.37(c)(i)):

- I REAL PARTY IN INTEREST
- II RELATED APPEALS AND INTERFERENCES
- III STATUS OF CLAIMS
- IV STATUS OF AMENDMENTS
- V SUMMARY OF CLAIMED SUBJECT MATTER
- VI GROUNDS OF REJECTION TO BE REVIEWED ON APPEAL

VII	ARGUMENT
VIII	CLAIMS APPENDIX
IX	EVIDENCE APPENDIX
X	RELATED PROCEEDING APPENDIX

The final page of this brief bears the practitioner's signature.

I REAL PARTY IN INTEREST (37 C.F.R. § 41.37(c)(1)(i))

The real party in interest in this appeal is Amdocs (Israel) Ltd.

II RELATED APPEALS AND INTERFERENCES (37 C.F.R. § 41.37(c) (1)(ii))

With respect to other prior or pending appeals, interferences, or related judicial proceedings that will directly affect, or be directly affected by, or have a bearing on the Board's decision in the pending appeal, there are no other such appeals, interferences, or related judicial proceedings.

A Related Proceedings Appendix is appended hereto.

III STATUS OF CLAIMS (37 C.F.R. § 41.37(c) (1)(iii))

A. TOTAL NUMBER OF CLAIMS IN APPLICATION

Claims in the application are: 1-26

B. STATUS OF ALL THE CLAIMS IN APPLICATION

1. Claims withdrawn from consideration: None
2. Claims pending: 1-26
3. Claims allowed: 22
4. Claims rejected: 1-21, and 23-26
5. Claims cancelled: None

C. CLAIMS ON APPEAL

The claims on appeal are: 1-21, and 23-26

See additional status information in the Appendix of Claims.

IV STATUS OF AMENDMENTS (37 C.F.R. § 41.37(c)(1)(iv))

As to the status of any amendment filed subsequent to final rejection, there are no such amendments after final.

V SUMMARY OF CLAIMED SUBJECT MATTER (37 C.F.R. § 41.37(c)(1)(v))

With respect to a summary of Claim 1, as shown in Figure 2, a method for contract-based aggregation is provided. In use, records indicative of network events are received (e.g. see item 202 of Figure 2, etc.). Such records are received (e.g. see item 202 of Figure 2, etc.) in at least one aggregator for the purpose of aggregating the records (e.g. see item 206 of Figure 2, etc.). In addition, contracts associated with the records are identified (e.g. see item 204 of Figure 2, etc.) by correlating at least one of the contracts with at least one aspect of the received records. Furthermore, the records are aggregated (e.g. see item 206 of Figure 2, etc.) based at least in part on the contracts using the at least one aggregator. See, for example, page 3, lines 3-7; and page 5, lines 18-21 et al.

With respect to a summary of Claim 11, as shown in Figure 2, a computer program product for contract-based aggregation embodied on a tangible computer readable medium is provided. The computer program product comprises computer code for receiving records indicative of network events (e.g. see item 202 of Figure 2, etc.). Such records are received (e.g. see item 202 of Figure 2, etc.) in at least one aggregator for the purpose of aggregating the records (e.g. see item 206 of Figure 2, etc.). In addition, the computer program product comprises computer code for identifying contracts associated with the records (e.g. see item 204 of Figure 2, etc.) by correlating at least one of the contracts with at least one aspect of the received records. Furthermore, the computer program product comprises computer code for aggregating the records (e.g. see item 206 of Figure 2, etc.) based at least in part on the contracts using the at least one aggregator. See, for example, page 3, lines 3-7, and page 5, lines 18-21 et al.

With respect to a summary of Claim 21, as shown in Figure 2, a system for contract-based aggregation is provided. The system comprises logic for receiving records indicative of network events (e.g. see item 202 of Figure 2, etc.). Such records are received (e.g. see item 202 of Figure 2, etc.) in at least one aggregator for the purpose of aggregating the records (e.g. see item 206 of Figure 2, etc.). In addition, the system comprises logic for identifying contracts associated with the records (e.g. see item 204 of Figure 2, etc.) by correlating at least one of the contracts with at least one aspect of the received records. Furthermore, the system comprises logic for aggregating the records (e.g. see item 206 of Figure 2, etc.) based at least in part on the

contracts using the at least one aggregator. See, for example, page 3, lines 3-7; and page 5, lines 18-21 et al.

Of course, the above citations merely provide examples of various claim language and possibly other features, and thus should not be construed as limiting in any manner.

VI GROUNDS OF REJECTION TO BE REVIEWED ON APPEAL (37 C.F.R. § 41.37(c)(1)(vi))

Following, under each issue listed, is a concise statement setting forth the corresponding ground of rejection.

Issue # 1: The Examiner has rejected Claims 1-21, and 23-26 under 35 U.S.C. 102(e) as being anticipated by Bullard (U.S. Patent Publication No. 2002/0091636 A1).

VII ARGUMENT (37 C.F.R. § 41.37(c)(1)(vii))

The claims of the groups noted below do not stand or fall together. In the present section, appellant explains why the claims of each group are believed to be separately patentable.

Issue # 1:

The Examiner has rejected Claims 1-21, and 23-26 under 35 U.S.C. 102(e) as being anticipated by Bullard (U.S. Patent Publication No. 2002/0091636 A1).

Group #1: Claims 1-4, 10-14, 20, 21, and 24-26

With respect to independent Claims 1, 11, and 21, the Examiner has relied on Figure 31; and Paragraphs 0073-0075, 0187, and 0191-0193 from the Bullard reference to make a prior art showing of appellant's claimed "identifying contracts associated with the records by correlating at least one of the contracts with at least one aspect of the received records" (see this or similar, but not necessarily identical language in the independent claims). Further, in the Office Action mailed 08/11/2006, the Examiner has argued that "[appellants] have misinterpreted the prior art of record to Bullard," that "paragraphs 0190-0193 of Bullard explicitly discuss the relationship and dependency among records and policy/customer/contract (see claims 1 and 11 rejection)" and that "Bullard further discusses accounting records flexibility to deal with contracts (par 0193)."

Appellant respectfully disagrees with the Examiner's arguments and asserts that the excerpts relied upon by the Examiner merely disclose that "a customer will enter into a service agreement or contract 751 that will specify a level of service for the network" and that "a configuration file ... is sent out to the network 10 to configure [the] network for a level of service based upon that contract 751" (Paragraph 0187 -- emphasis added). However, merely disclosing that the customer contract specifies a level of service for the network which is configured based upon the contract, as in Bullard, simply fails to suggest "identifying contracts associated with the records by correlating at least one of the contracts with at least one aspect of the received records" (emphasis added), as claimed by appellant.

In addition, appellant respectfully asserts that Paragraphs 0190-0193 from Bullard merely teach that “[t]he accounting process 14 will then take every source of information it has available and will construct an accounting record that reflects the level of service actually delivered to [the] company” (Paragraph 0193 - emphasis added). In addition, Bullard teaches that “[t]he output of the accounting proces[s] 14 will determine whether the quality of service, availability, etc. that was contracted for in the contract 751 was provided” (Paragraph 0193 - emphasis added).

However, the mere disclosure that the accounting process will construct an accounting record that reflects the delivered level of service and will determine if the quality of service and availability contracted in the contract was provided, as in Bullard, simply fails to even suggest “identifying contracts associated with the records by correlating at least one of the contracts with at least one aspect of the received records” (emphasis added), as claimed by appellant. Clearly, Bullard fails to suggest “identifying contracts associated with the records by correlating” (emphasis added), as claimed by appellant, but instead only discloses constructing a level of service delivered for a contract. Thus, Bullard fails to meet appellant’s claimed identifying contracts by correlating, in the manner as claimed by appellant.

The Examiner is reminded that a claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described in a single prior art reference. *Verdegall Bros. v. Union Oil Co. Of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). Moreover, the identical invention must be shown in as complete detail as contained in the claim. *Richardson v. Suzuki Motor Co.* 868 F.2d 1226, 1236, 9USPQ2d 1913, 1920 (Fed. Cir. 1989). The elements must be arranged as required by the claim.

This criterion has simply not been met by the above reference, as noted above.

Group #2: Claims 5 and 15

With respect to dependent Claims 5 and 15, the Examiner has relied on Figures 1-3, 8, and 31; and Paragraphs 0187, and 0191-0193 from the Bullard reference to make a prior art showing of

appellant's claimed technique "wherein a contract identifier is included as a component of the records."

Appellant respectfully asserts that the excerpts from Bullard relied upon by the Examiner merely teach that 'a service contract may specify that a company "X" will be given 100% availability of a particular network device' (Paragraph 0191 – emphasis added). In addition, Bullard discloses that '[t]he accounting process 14 ... will construct an accounting record that reflects the level of service actually delivered to company "X"' and that "[t]he accounting records produce[d] are relative to the two components, i.e., the router and the customer" (Paragraph 0193 – emphasis added).

However, the mere disclosure that the service contract specifies the availability of a device for a company, and that the accounting process constructs accounting records that reflect the level of service delivered to the company, as in Bullard, simply fails to suggest a technique "wherein a contract identifier is included as a component of the records" (emphasis added), as claimed by appellant. In addition, the disclosure that the accounting records produced are relative to the router and the customer, as in Bullard, simply fails to teach that "a contract identifier is included as a component of the records" (emphasis added), as claimed by appellant.

Furthermore, in the Office Action mailed 08/11/2006, it appears that the Examiner has relied on an inherency argument regarding the above emphasized claim limitations. Specifically, the Examiner has argued that "[a]ll the other features regarding items 2-5 can be found in the rejection above and/or explicitly or implicitly in par 0190-0193 of Bullard." In view of the arguments made hereinabove, any such inherency argument has been adequately rebutted, and a notice of allowance or a specific prior art showing of such claim features, in combination with the remaining claim elements is respectfully requested. (See MPEP 2112)

In addition, appellant asserts that the fact that a certain result or characteristic may occur or be present in the prior art is not sufficient to establish the inherency of that result or characteristic. *In re Rijckaert*, 9 F.3d 1531, 1534, 28 USPQ2d 1955, 1957 (Fed. Cir. 1993); *In re Oetrich*, 666 F.2d 578, 581-82, 212 USPQ 323, 326 (CCPA 1981). "To establish inherency, the extrinsic evidence 'must make clear that the missing descriptive matter is necessarily present in the thing

described in the reference, and that it would be so recognized by persons of ordinary skill. Inherency, however, may not be established by probabilities or possibilities. The mere fact that a certain thing may result from a given set of circumstances is not sufficient.” *In re Robertson*, 169 F.3d 743, 745, 49 USPQ2d 1949, 1950-51 (Fed. Cir. 1999).

Again, the foregoing anticipation criterion has simply not been met by the above reference, as noted above.

Group #3: Claims 6 and 16

With respect to Claims 6 and 16, the Examiner has relied on Figures 1-3, 8, and 31; and Paragraphs 0187, and 0191-0193 from the Bullard reference to make a prior art showing of appellant’s claimed technique “wherein a speed with which the records are aggregated is based on the contracts.”

Appellant respectfully asserts that the excerpts from Bullard relied upon by the Examiner merely disclose that ‘the policy server 754 sends that requirement in a template to the provisioning service 752 to produce a configuration file 752a to configure the router to give company “X” preferred use fo[r] the router’ (Paragraph 0191 – emphasis added). Further, Bullard discloses that ‘every time a packet from company “X”’s network comes across the router, the packet will always be transmitted unless there is something wrong with the router’ (Paragraph 0191 – emphasis added).

However, merely disclosing that a configuration file gives a company preferred use for a router by always transmitting a packet from that company, as in Bullard, simply fails to disclose a technique “wherein a speed with which the records are aggregated is based on the contracts” (emphasis added), as claimed by appellant. Clearly, the mere disclosure of preferred use of packet transmission on a router, as in Bullard, fails to disclose any sort of aggregation, let alone “a speed with which the records are aggregated” (emphasis added), as specifically claimed by appellant.

In the Office Action mailed 08/11/2006, the Examiner has further argued that the “speed of records aggregated and the amount of data processed (see items 3-4) can be interpreted to evolve from the flexibility of the accounting process (14)” and that “[a]s a result, the service management process 750 provides the level of service that was delivered at the same semantic level as the actual contract par 0193.”

Appellant respectfully disagrees with the Examiner’s argument and asserts that Bullard merely teaches that “[t]he accounting process 14 will then take every source of information it has available and will construct an accounting record that reflects the level of service actually delivered to company “X” (Paragraph 0193 – emphasis added). Clearly, the mere teaching that the accounting process constructs an accounting record reflecting the level of service delivered, as in Bullard, fails to even suggest any sort of aggregating, let alone a specific technique “wherein a speed with which the records are aggregated is based on the contracts” (emphasis added), as claimed by appellant. Clearly, the accounting process, as disclosed by Bullard, fails to suggest that the speed of aggregation is based on the contracts, in the manner as claimed by appellant.

Furthermore, the disclosure that the configuration file is produced by the provisioning service that configures the router to give a company preferred usage (Paragraph 0191), and that the accounting process constructs an accounting record from available sources of information (Paragraph 0193), as in Bullard, simply fails to suggest “a speed with which the records are aggregated is based on the contracts” (emphasis added), as claimed by appellant. Clearly, Bullard’s disclosed accounting process constructing an accounting record fails to specifically teach “a speed with which the records are aggregated” (emphasis added), in the manner as claimed by appellant.

Additionally, in the Office Action mailed 08/11/2006, it appears that the Examiner has relied on an inherency argument regarding the above emphasized claim limitations. Specifically, the Examiner has argued that “[a]ll the other features regarding items 2-5 can be found in the rejection above and/or explicitly or implicitly in par 0190-0193 of Bullard.” In view of the arguments made hereinabove, any such inherency argument has been adequately rebutted, and a

notice of allowance or a specific prior art showing of such claim features, in combination with the remaining claim elements is respectfully requested. (See MPEP 2112)

Again, the foregoing anticipation criterion has simply not been met by the above reference, as noted above.

Group #4: Claims 7, 8, 17 and 18

With respect to Claims 7 and 17, the Examiner has relied on Figures 1-3, 8, and 31; and Paragraphs 0030-0034, 0187, and 0191-0193 from the Bullard reference to make a prior art showing of appellant's claimed technique "wherein an amount of data processed while the records are aggregated is based on the contracts."

Appellant respectfully asserts that the excerpts from Bullard relied upon by the Examiner merely teach that "the accounting process 14 collects via the data collector layer 18 multiple and diverse types of data from the network 11, [and] normalizes the data into a consistent accounting record" (Paragraph 0031 – emphasis added). Further, Bullard teaches that "[t]he accounting process 14 collects data via the data collector layer 16 from multiple disparate sources and produces [a] new type of composite records" (Paragraph 0033 – emphasis added).

However, merely teaching that the accounting process collects data from the network, normalizes the data into a consistent accounting record, and produces new types of composite records, as in Bullard, simply fails to even suggest a technique "wherein an amount of data processed while the records are aggregated is based on the contracts" (emphasis added), as claimed by appellant. Clearly, simply disclosing that the accounting process collects data, as in Bullard, fails to suggest that the "amount of data processed ... is based on the contracts," in the manner as claimed by appellant.

In the Office Action mailed 08/11/2006, the Examiner has further argued that the "speed of records aggregated and the amount of data processed (see items 3-4) can be interpreted to evolve from the flexibility of the accounting process (14)" and that "[a]s a result, the service

management process 750 provides the level of service that was delivered at the same semantic level as the actual contract par 0193.”

Again, appellant respectfully disagrees with the Examiner’s statement and asserts that Bullard merely teaches an “accounting process [which] collects ... data from the network 11, normalizes the data into a consistent accounting record ... and produces [a] new type of composite records” (emphasis added). Again, as noted above, simply disclosing that the accounting process collects data, and normalizes and produces records, as in Bullard, fails to suggest that the “amount of data processed while the records are aggregated is based on the contracts,” in the manner as claimed by appellant.

Furthermore, in the Office Action mailed 08/11/2006, it appears that the Examiner has relied on an inherency argument regarding the above emphasized claim limitations. Specifically, the Examiner has argued that “[a]ll the other features regarding items 2-5 can be found in the rejection above and/or explicitly or implicitly in par 0190-0193 of Bullard.” In view of the arguments made hereinabove, any such inherency argument has been adequately rebutted, and a notice of allowance or a specific prior art showing of such claim features, in combination with the remaining claim elements is respectfully requested. (See MPEP 2112)

Again, the foregoing anticipation criterion has simply not been met by the above reference, as noted above.

Group #5: Claims 9 and 19

With respect to Claims 9 and 19, the Examiner has relied Figure 31; and Paragraphs 0190-0193 from the Bullard reference to make a prior art showing of appellant’s claimed “separating the records into separate groups based on the contracts, and aggregating the records of each group using a separate aggregator” (see this or similar, but not necessarily identical language in the foregoing claims). Further, the Examiner has argued that such excerpts teach “separat[ing] records into [a] group, wherein company X information/packet is likely to be transmitted first and have a better service than Company Y because Company X is paying for a better service or has a better contract than Company Y.”

Appellant respectfully disagrees with the Examiner's argument and asserts that the excerpts from Bullard relied upon by the Examiner merely disclose that 'the policy server 754 sends that requirement in a template to the provisioning service 752 to produce a configuration file 752a to configure the router to give company "X" preferred use fo[r] the router' (Paragraph 0191 – emphasis added). Further, Bullard discloses that 'every time a packet from company "X"s" network comes across the router, the packet will always be transmitted unless there is something wrong with the router' (Paragraph 0191 – emphasis added).

However, merely disclosing that a configuration file gives a company preferred use for a router by always transmitting a packet from that company, as in Bullard, simply fails to disclose "separating the records into separate groups based on the contracts, and aggregating the records of each group using a **separate aggregator**" (emphasis added), as claimed by appellant. Clearly, the mere disclosure of giving one company preferred use of a device, as in Bullard, fails to suggest "separating the records into separate groups" and "aggregating the records of each group using a separate aggregator," as claimed by appellant.

In the Office Action mailed 08/11/2006, the Examiner has further argued that "[a]ll the other features regarding items 2-5 can be found in the rejection above and/or explicitly or implicitly in par 0190-0193 of Bullard." Appellant respectfully disagrees with the Examiner's statement and again asserts that Bullard teaches that "every time a packet from company "X"s" network comes across the router, the packet will always be transmitted" and that '[t]his may occur even if a packet of company "Y" which has a lower service level than company "X" is waiting in the router to be transmitted' (Paragraph 0191 – emphasis added). However, the disclosure that a packet from company X will be transmitted in the router even if a packet from company Y is waiting to be transmitted in the router, as in Bullard, simply fails to even suggest "separating the records into separate groups based on the contracts, and aggregating the records of each group using a **separate aggregator**" (emphasis added), as claimed by appellant. Clearly, two companies transmitting packets using the same router, as in Bullard, fails to suggest "aggregating the records of each group using a **separate aggregator**" (emphasis added), in the manner claimed by appellant.

Furthermore, in the Office Action mailed 08/11/2006, it appears that the Examiner has relied on an inherency argument regarding the above emphasized claim limitations. Specifically, the Examiner has suggested that “[a]ll the other features regarding items 2-5 can be found in the rejection above and/or explicitly or implicitly in par 0190-0193 of Bullard.” In view of the arguments made hereinabove, any such inherency argument has been adequately rebutted, and a notice of allowance or a specific prior art showing of such claim features, in combination with the remaining claim elements is respectfully requested. (See MPEP 2112)

Again, the foregoing anticipation criterion has simply not been met by the above reference, as noted above.

Group #6: Claim 23

With respect to Claim 23, the Examiner has relied on Figures 8A-8B; and Paragraphs 0074-0077, and 0097 from the Bullard reference to make a prior art showing of appellant’s claimed technique “wherein the at least one aspect of the received records includes a customer identifier, session or flow source address, destination address, duration, time, date, type of server, and volume of data transferred.”

Appellant respectfully asserts that the excerpts from Bullard relied upon by the Examiner merely disclose that the “Network Accounting Record Attributes 204a-204n provide the actual metrics used for network activity reporting and network accounting” (Paragraph 0075 –emphasis added) where such attributes include “the NAR source time, NAR_SRC_TIME, and the NAR sequence number, NAR_SEQ_NUM” (Paragraph 0077 – emphasis added). Further, Bullard discloses that “entity attribute descriptors can be used in the accounting process 14 to provide additional flexibility in how network activity information is reported and tallied” where such attributes include “Source and Destination Ethernet Addresses” and “Accounting Time Interval” (Paragraph 0097 – emphasis added).

However, the mere disclosure of NAR attributes and entity attribute descriptors, as in Bullard, simply fails to even suggest a technique “wherein the at least one aspect of the received records includes a customer identifier, session or flow source address, destination address, duration,

time, date, type of server, and volume of data transferred” (emphasis added), as claimed by appellant.

Again, the foregoing anticipation criterion has simply not been met by the above reference, as noted above.

In view of the remarks set forth hereinabove, all of the independent claims are deemed allowable, along with any claims depending therefrom.

VIII CLAIMS APPENDIX (37 C.F.R. § 41.37(c)(1)(viii))

The text of the claims involved in the appeal (along with associated status information) is set forth below:

1. (Previously Presented) A method for contract-based aggregation, comprising:
 - (a) receiving records indicative of network events, wherein the records are received in at least one aggregator for the purpose of aggregating the records;
 - (b) identifying contracts associated with the records by correlating at least one of the contracts with at least one aspect of the received records; and
 - (c) aggregating the records based at least in part on the contracts using the at least one aggregator.
2. (Original) The method as recited in claim 1, wherein the contracts are between a customer and a service provider operating the aggregator.
3. (Original) The method as recited in claim 2, wherein the contracts are for different levels of services to be provided to the customer.
4. (Original) The method as recited in claim 2, wherein the contracts are for different services to be provided to the customer.
5. (Original) The method as recited in claim 1, wherein a contract identifier is included as a component of the records.
6. (Original) The method as recited in claim 1, wherein a speed with which the records are aggregated is based on the contracts.
7. (Original) The method as recited in claim 1, wherein an amount of data processed while the records are aggregated is based on the contracts.

8. (Original) The method as recited in claim 7, wherein the data is selected from the group consisting of a customer identifier, a service identifier, a source identifier, a destination identifier, a records size identifier, and a quality of service identifier.
9. (Original) The method as recited in claim 1, and further comprising separating the records into separate groups based on the contracts, and aggregating the records of each group using a separate aggregator.
10. (Original) The method as recited in claim 1, and further comprising aggregating the records to generate separate aggregations using a single aggregator.
11. (Previously Presented) A computer program product for contract-based aggregation embodied on a tangible computer readable medium, comprising:
 - (a) computer code for receiving records indicative of network events, wherein the records are received in at least one aggregator for the purpose of aggregating the records;
 - (b) computer code for identifying contracts associated with the records by correlating at least one of the contracts with at least one aspect of the received records; and
 - (c) computer code for aggregating the records based at least in part on the contracts using the at least one aggregator.
12. (Original) The computer program product as recited in claim 11, wherein the contracts are between a customer and a service provider operating the aggregator.
13. (Original) The computer program product as recited in claim 12, wherein the contracts are for different levels of services to be provided to the customer.
14. (Original) The computer program product as recited in claim 12, wherein the contracts are for different services to be provided to the customer.
15. (Original) The computer program product as recited in claim 11, wherein a contract identifier is included as a component of the records.

16. (Original) The computer program product as recited in claim 11, wherein a speed with which the records are aggregated is based on the contracts.
17. (Original) The computer program product as recited in claim 11, wherein an amount of data processed while the records are aggregated is based on the contracts.
18. (Original) The computer program product as recited in claim 17, wherein the data is selected from the group consisting of a customer identifier, a service identifier, a source identifier, a destination identifier, a records size identifier, and a quality of service identifier.
19. (Original) The computer program product as recited in claim 11, and further comprising computer code for separating the records into separate groups based on the contracts, and computer code for aggregating the records of each group using a separate aggregator.
20. (Original) The computer program product as recited in claim 11, and further comprising computer code for aggregating the records to generate separate aggregations using a single aggregator.
21. (Previously Presented) A system for contract-based aggregation, comprising:
 - (a) logic for receiving records indicative of network events, wherein the records are received in at least one aggregator for the purpose of aggregating the records;
 - (b) logic for identifying contracts associated with the records by correlating at least one of the contracts with at least one aspect of the received records; and
 - (c) logic for aggregating the records based at least in part on the contracts using the at least one aggregator.
22. (Previously Presented) A method for contract-based aggregation, comprising:
 - (a) receiving records indicative of network events, wherein the records include a customer identifier, a service identifier, a source identifier, a destination identifier, a records size identifier, and a quality of service identifier;

- (b) identifying contracts associated with the records by correlating at least one of the contracts with at least one aspect of the received records, wherein the contracts indicate an amount of aggregation to be performed, a speed with which the aggregation is to be performed, and a group with which the records are associated;
 - (c) separating the records into the separate groups based on the contracts; and
 - (d) aggregating the records of each group using a separate aggregator;
 - (e) wherein the records are aggregated a certain amount at a certain speed based at least in part on the contracts using the associated aggregator.
23. (Previously Presented) The method as recited in claim 1, wherein the at least one aspect of the received records includes a customer identifier, session or flow source address, destination address, duration, time, date, type of server, and volume of data transferred.
24. (Previously Presented) The method as recited in claim 1, wherein the at least one aspect of the received records is selected from the group consisting of a customer identifier, session or flow source address, destination address, duration, time, date, type of server, and volume of data transferred.
25. (Previously Presented) The method as recited in claim 1, wherein the correlating includes correlating the at least one aspect of the received records with information from a plurality of locations.
26. (Previously Presented) The method as recited in claim 25, wherein the locations are selected from the group consisting of a quality of service policy server, a network management system database, and a general packet radio service system.

IX EVIDENCE APPENDIX (37 C.F.R. § 41.37(c)(1)(ix))

There is no such evidence.

X RELATED PROCEEDING APPENDIX (37 C.F.R. § 41.37(c)(1)(x))

N/A

In the event a telephone conversation would expedite the prosecution of this application, the Examiner may reach the undersigned at (408) 971-2573. For payment of any additional fees due in connection with the filing of this paper, the Commissioner is authorized to charge such fees to Deposit Account No. 50-1351 (Order No. AMDCP010).

Respectfully submitted,

By: /KEVINZILKA/

Date: February 12, 2007

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